



Online Services Portal and FHOG Application Portal

Terms and Conditions for Use

**Agreement between
the Commissioner of State Revenue
and
a user of the Online Services Portal
or the FHOG Application Portal**

September 2022

Online Services Portal and FHOG Application Portal

Terms and Conditions for Use

1. Introduction

These terms and conditions apply to the access to and use of the Online Services Portal and the FHOG Application Portal (both referred to as 'the Portal'). In using the Portal you agree to be bound by these terms and conditions. You cannot use the Portal if you do not agree to these terms and conditions.

2. Definitions

When we say:

'We' and 'us' we mean the Commissioner of State Revenue.

'You' and 'your' we mean you as the user of the Portal.

'Online Services Portal' we mean the Portal accessible at

<https://apps.osr.wa.gov.au/portal/0/home>

'FHOG Application Portal' we mean the Portal accessible at

<https://www.firsthome.gov.au/apply/wa/>

'Client ID' we mean the account number provided to the owner on a land tax assessment notice or other correspondence issued by us.

'Owner' has the meaning given to that term in the *Land Tax Assessment Act 2002*.

3. Your obligations

You must keep your password secure at all times.

You must not:

- disclose your password to another person
- allow another person to use your password to access the Portal or
- use another person's password to access the Portal.

You must notify us immediately if:

- you become aware that your password has been used by another person to access the Portal or
- the information you provided us in order to obtain a password has changed.

You are responsible for reading all notifications issued to you by us.

4. Use of the Portal

The data provided to you by accessing the Portal is confidential. You are responsible for maintaining the confidentiality of the data. You must not disclose the data to a person who is not authorised to have access to the data.

If you are using the Portal to:

- access data which relates to another person or
 - lodge an application or transaction on behalf of another person or
 - access data which relates to land and you are not the owner of that land,
- you must be authorised to do so and that authority must not have been revoked.

5. Your liability for loss or damage

You are responsible for and indemnify us against any loss or damage to any person arising from any breach of these terms and conditions and from any wilful negligent or unlawful act or omission by you in relation to or in the course of your use of the Portal.

Your responsibility for actions or omissions will continue despite you ceasing to use the Portal or having been denied access to the Portal.

6. What We Can Do

We can:

- vary the times and duration of the periods during which the Portal is available to you
- monitor and review the activities of users of the Portal or
- collect information that you provide through your access to and use of the Portal.

We can terminate your access to and use of the Portal if you breach these terms and conditions. We can limit your access to the Portal or terminate your access to the Portal at any time without prior notice to you.

We are bound by the provisions of the *Taxation Administration Act 2003* (WA).

7. Amending these terms and conditions

We can vary the terms and conditions of use of the Portal at any time and from time to time upon notification within the Portal or the website. This means that the terms and conditions applicable to your use of the Portal may change when you next use the Portal. Your continued use of the Portal represents an agreement to be bound by the terms and conditions as amended.

8. Disclaimer of liability for loss and damage

We will not be liable for any loss or damage direct or indirect and howsoever arising as a result of your access or use of the Portal, your inability to access or use the Portal, any unauthorised access or use of the Portal by another person, corruption or loss of data transmitted to or from the Portal, the loss or misuse of passwords or any other matter relating to your use or inability to use the Portal.

We take no responsibility for your use of a site that might be linked to the Portal.

Any information relating to the Portal or the potential access or use of the Portal is of a general nature only. Users or potential users of the Portal are encouraged to seek professional advice in relation to their own particular circumstances.

9. Governing law

These terms and conditions are governed by the laws applicable in Western Australia.